CASE NO. 10-C-653 OPENED 8/02/2010

JUDGE... 6 GINA GROH

PLAINTIFF. STEVEN E. FRADDOSIO
VS DEFENDANT. PROCTOR FINANCIAL, INC. SERVE: CORPORATION SERVICE CO.

PRO ATTY.. KIMBERLY A. FITZWATER
DEF ATTY..

PAGE#	DATE	MEMORANDUM..............
00001	8/02/10	Civil Case Information Sheet
00002	8/02/10	Complaint filed
00003	8/04/10	Receipt Filing fee and Handling fee for Sec. of St.
00004	8/17/10	Summons Issued and Sent to Sec. of St.
00005	8/24/10	Summons Return/Proctor Financial Inc., Received by
00006	8/24/10	WV Secretary of State
00007	8/24/10	Summons Return/Claim Adjustment Specialists, Inc.,
00008	8/24/10	Received by WV Secretary of State

A TRUE COPY
ATTEST
Virginia M. Sine
Clerk Circuit Court
By: Susan C Phillips
Deputy Clerk

CIVIL COVER INFORMATION STATEMENT
CIVIL CASES

IN THE CIRCUIT COURT OF BERKELEY COUNTY, WEST VIRGINIA

I. CASE STYLE:

Plaintiff(s) **Case #** 10-C-653

STEVEN E. FRADDOSIO, **Judge:** III
105 Merlin Drive
Martinsburg, West Virginia 25428

2010 AUG -2 PM 3:00
VIRGINIA SINE, CLERK
BERKELEY COUNTY CIRCUIT CLERK

vs.	**Days to Answer**	**Type of Service**
Defendant(s):		
PROCTOR FINANCIAL, INC. Serve on: Corporation Service Company 209 West Washington Street Charleston, WV 25302,	30	**WV Sec. of State** pursuant to WV Code § 33-6-15
CLAIM ADJUSTMENT SPECIALISTS, INC. Serve on: Steven A. Simoni 8100 Lomo Alto, Suite 218 Dallas, TX 75225	30	**WV Sec. of State** pursuant to WV Code § 33-6-15

A TRUE COPY
ATTEST
Virginia M. Sine
Clerk Circuit Court
By: Susan C Phillips
Deputy Clerk

Original and 2 copies of the Complaint are enclosed/attached.

cc Judge 8/2/10

PLAINTIFF: Steven E. Fraddosio DEFENDANT: Proctor Financial, Inc., et al.	CASE NUMBER:

II. TYPE OF CASE:

- ☑ General Civil
- ☐ Mass Litigation (As defined in T.C.R. Rule XIX (c)
  - ☐ Asbestos
  - ☐ Carpal Tunnel Syndrome
  - ☐ Diet Drugs
  - ☐ Environmental
  - ☐ Industrial Hearing Loss
  - ☐ Silicone Implants
  - ☐ Other: ____________
- ☐ Habeas Corpus/Other Extraordinary Writ
- ☐ Other: ____________________
- ☐ Adoption
- ☐ Administrative Agency Appeal
- ☐ Civil Appeal from Magistrate Court
- ☐ Miscellaneous Civil Petition
- ☐ Mental Hygiene
- ☐ Guardianship
- ☐ Medical Malpractice

III. JURY DEMAND: ☑ Yes ☐ No

CASE WILL BE READY FOR TRIAL BY (MONTH/YEAR): 02 / 2011

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO A DISABILITY? ☐ YES ☑ NO

IF YES, PLEASE SPECIFY:

- ☐ Wheelchair accessible hearing room and other facilities
- ☐ Interpreter or other auxiliary aid for the hearing impaired
- ☐ Reader or other auxiliary aid for the visually impaired
- ☐ Spokesperson or other auxiliary aid for the speech impaired
- ☐ Other: ____________________

Attorney Name: Kimberly A. Fitzwater
Firm: 218 S. Maple Ave., Suite B
Address: Martinsburg, WV 25401
Telephone: (304) 262-4545
Dated: July 31, 2010

Representing:
☑ Plaintiff ☐ Defendant
☐ Cross-Complainant ☐ Cross-Defendant

[signature]
Signature

☐ Proceeding Without an Attorney

SCA-C100.02 / 2 of 2

A TRUE COPY
ATTEST
Virginia M. Sine
Clerk Circuit Court
By: [signature]
Deputy Clerk

IN THE CIRCUIT COURT OF BERKELEY COUNTY, WEST VIRGINIA

STEVEN E. FRADDOSIO,

Plaintiff,

v. **Civil Action No.:** 10-C-453

PROCTOR FINANCIAL, INC.,
its parents, subsidiaries, and affiliates, and
CLAIM ADJUSTMENT SPECIALISTS, INC.
a foreign corporation,

Defendants.

BERKELEY COUNTY CIRCUIT CLERK
2010 AUG -2 PM 3:00
VIRGINIA SINE, CLERK

COMPLAINT

NOW COMES, the Plaintiff, Steven E. Fraddosio, by and through his attorney, Kimberly A. Fitzwater, and files this Complaint against the Defendants, Proctor Financial, Inc., a foreign corporation, and Claim Adjustment Specialists, Inc., a foreign corporation, and avers and states as follows:

1. The Plaintiff, Steven E. Fraddosio, is now and at all times material herein has been an adult resident and citizen of Berkeley County, West Virginia, residing therein at 105 Merlin Drive, Inwood.

2. The Defendant, Proctor Financial, Inc. (hereinafter referred to as "Proctor"), is and was at all times material and relevant herein, a foreign corporation organized and existing under the laws of the State of Michigan, and licensed to do business and is doing business throughout the entire State of West Virginia, including Berkeley County.

3. Marian Pandizich, is at all times material herein a Senior Claims Examiner for Defendant Proctor, and adjusted the Plaintiff's insurance claim on his Berkeley County property.

A TRUE COPY
ATTEST
Virginia M. Sine
Clerk Circuit Court
By: Susan C Phillips
Deputy Clerk

4. The Defendant, Claim Adjustment Specialists, Inc. (hereinafter referred to as "Claim Adjustment Specialists"), is and was at all times material and relevant herein, a corporation organized and existing under the laws of the State of Texas.

5. The Defendant, Claim Adjustment Specialists, was a foreign corporation licensed to do business in the Commonwealth of Massachusetts, but its incorporation was involuntarily revoked on March 31, 2008. Defendant Claim Adjustment Specialists continues to use Norwood, Massachusetts address.

6. As of July 31, 2010, the Defendant, Claim Adjustment Specialists, is not registered as a foreign corporation in the State of West Virginia, and while not incorporated in the State of West Virginia does, in fact, do business throughout the State of West Virginia, including Berkeley County, and adjust insurance claims on behalf of insurance companies for a fee, including Defendant Proctor, among others.

7. Roger Denney, is at all times material herein an agent, servant or employee of Defendant Claim Adjustment Specialists, and adjusted the Plaintiff's Berkeley County insurance claim.

8. The Plaintiff, Steve Fraddosio, paid a valuable premium on a homeowner's policy of insurance from Defendant Proctor.

9. While all documents in the possession of Plaintiff Steve Fraddosio were destroyed in the fire, upon information and belief the homeowner's policy was policy number 41LX010012161.

10. Said insurance policy and provisions were in effect at all times material herein, specifically in August 2009.

11. At all times material herein, the Plaintiff, Steve Fraddosio, paid Defendant Proctor a valuable premium for the insurance protections set forth in the insurance policy.

12. On September 3, 2009, Defendant Proctor refused to provide a copy of the insurance policy to Plaintiff Steve Fraddosio, despite a request for same. In fact, Defendant Proctor denied that Plaintiff Fraddosio was an insured on a policy for which Steve Fraddosio had paid the premium.

13. The homeowner's insurance policy provided coverage for a home occupied by the Plaintiff, Steve Fraddosio, as well as life partner, Tammy Kime, and their minor children, Fisher Fraddosio, Ashley Nicholas born March 17, 1998, and Steven Fraddosio born November 13, 1999 (hereinafter collectively referred to as their "children"), all of whom reside at 105 Merlin Drive, Berkeley County, West Virginia.

14. On or about August 3, 2009, the Plaintiff's home located at 105 Merlin Drive, Inwood, West Virginia unexpectedly and accidentally caught fire.

15. The fire was of such intense heat that electrical wires in the attic were destroyed, siding on the exterior of the home warped, and windows shattered. The entire home sustained smoke damage.

16. The volunteer fire department in Inwood, West Virginia responded to the fire, and used numerous gallons of water to successfully extinguished the flames.

17. The Fraddosio home, nearly destroyed by fire, smoke and water that was used to extinguish the flames, was not habitable following the fire.

18. The contents of the Fraddosio home were, likewise, destroyed by fire, smoke and water, including, but not limited to clothing, furniture and personal belongings, and

several Fraddosio family feline pets perished in the fire.

19. On or about August 3, 2009, the Plaintiff contacted his insurance agent and advised of the disaster, devastation and loss which substantially destroyed the Fraddosio home and cause great inconvenience, emotional distress and other problems and damages to Steve Fraddosio, his life partner and their minor children, making a claim for coverage, so that he could begin rebuilding and repairing the damage to the home, and to seek coverage for additional living expenses caused by the displacement from their home.

20. At all times material herein, Defendant Proctor employed Defendant Claim Adjustment Specialists as its agent in order to conduct a proper investigation of the claim.

21. Defendant Claim Adjustment Specialists holds itself out to the community as "Foreclosure Claims Experts" specializing in vacant and foreclosed properties.

22. Defendant Claim Adjustment Specialists agent, servant or employee, Roger Denney, whose West Virginia licensure status is unknown, came to the Fraddosio home, performed an investigation and took notes and photographs of the fire, smoke and water damage.

23. On or about August 14, 2009, Roger Denney of Claim Adjustment Specialists prepared a report, estimating the total property loss at $16,159.41.

31. The estimate prepared by Defendants Denney and Claim Adjustment Specialists grossly underestimated the cost of replacement, repair and cleaning of all items on the estimate and neglected to include other items of the dwelling that had been damaged by fire, smoke and/or water.

32. Plaintiff Steve Fraddosio was forced to hire an attorney to seek coverage for

the August 3, 2009 fire, smoke and water loss.

33. By letter dated September 3, 2009, Defendant Proctor, by Marian Pandazich, its agent, servant or employee, denied that Steve Fraddosio was insured, and further stated that it had settled the claim with the mortgage company.

34. At all times herein, Plaintiff Steve Fraddosio cooperated with the Defendants, Proctor Financial, Inc. and Claim Adjustment Specialists, Inc., their agents, servants and employees, including those named herein, with regard to the adjustment of the claim.

35. Despite taking opportunities to inspect the damage to the Plaintiff's home and contents after being notified of the claim, the Insurance Defendants failed, under West Virginia law, to make an offer of settlement or payment under any of the coverages available to the Plaintiff in a prompt manner necessary to begin reconstruction, and for additional living expenses incurred as a result of the displacement of Steve Fraddosio, his life partner and their children.

36. The Plaintiff was forced to undertake mitigation of the damages to his home at his own personal expense and without any offer of advance of settlement proceeds under the insurance policy by the Defendants, all of which resulted in the expenditure of significant time and out-of-pocket cost to Plaintiff Steve Fraddosio.

37. After being notified of the claim, Defendant Proctor failed to cause an estimate for the cost of mitigation of damages to the home to be prepared and failed to make an offer of settlement in a timely manner as required by law to commence and pay for such mitigation.

38. Defendant Proctor made no settlement payment or offer to Plaintiff for the

additional living expenses incurred as a result of damage to his home, forcing Steve Fraddosio, his life partner and their children to reside in the basement of a neighbor's home.

39. Because Defendant Proctor would not provide prompt and good faith settlement offer, the Plaintiff was forced to repair his home with donation of time and materials of neighbors, family and friends.

40. Each and every averment contained in paragraphs 1 through 40 are incorporated in each and every count of this Complaint, as if restated there.

COUNT ONE - BREACH OF CONTRACT AGAINST PROCTOR

41. Defendant Proctor breached its contract with Plaintiff in failing to properly investigate and pay for fire, smoke and water damages occurring as a result of August 3, 2009 fire.

42. As a direct and proximate result of the breach of contract by Defendant Proctor, the Plaintiff was damaged and injured as is hereinafter set forth.

COUNT TWO - VIOLATION OF UNFAIR CLAIMS SETTLEMENT PRACTICES ACT AGAINST INSURANCE DEFENDANTS

43. At all times material herein, the Defendants, Proctor and Claim Adjustment Specialists, their agents, servants and employees, including those personally named herein (hereinafter collectively referred to as "Insurance Defendants"), were regulated by the Unfair Claims Settlement Practices Act of West Virginia, West Virginia Insurance Regulations, and other laws governing the handling of property damage claims in the State of West Virginia.

44. Defendants Proctor and Claim Adjustment Specialists, their agents, servants and employees, including those personally named herein, have negligently, willfully, and intentionally breached the statutory and regulatory requirements of the West Virginia Unfair

Trade Practices Act, governing insurance companies and insurance adjustors doing business in this State, as well as common law, including, but not limited to, forcing the Plaintiff into unwanted and unnecessary litigation, failing to comply with the time requirements for responding to Plaintiff's inquiries, failing to adjust and settle Plaintiff's claim promptly and timely, using economic superiority in an attempt to coerce the Plaintiff into abandoning or giving up his claim for coverage under his homeowner's policy or settling it for less than fair value, and other acts in violation of statutory and common law.

45. At all times relevant hereto, the Insurance Defendants were subject to the laws of this State, both the common law and those certain statutory and regulatory laws, regarding the appropriate and lawful conducting of the business of insurance including, but not limited to, those statutory sections and their attendant regulations knows as the West Virginia Unfair Trade Practices Act, W.Va. Code § 33-11-1, *et seq*, and reg. 114 CSR 14.

46. The Insurance Defendants had a legal obligation and duty to, among other things, make a prompt and full investigation of the Plaintiff's claims and to effectuate a prompt, fair and equitable settlement of Plaintiff's claims, because liability and coverage were reasonably clear.

47. The Insurance Defendants failed to effectuate such a prompt, fair and equitable settlement offer in this case regarding any overage after receiving notice of Plaintiff's losses and other damages, when these Insurance Defendants knew or should have known that the Plaintiff's claims required a prompt, fair settlement under the policy, and a failure of such would cause the Plaintiff unnecessary aggravation, inconvenience and distress.

48. The Insurance Defendants failed to promptly respond, respond at all or

provide any substantive response to Plaintiff's inquires, and failed to periodically advise the Plaintiff of all information deemed necessary to adjust or settle Plaintiff's claims as required by law.

49. The Insurance Defendants failed to perform a full and prompt investigation of Plaintiff's claims, and, further, unnecessarily delayed such investigation.

50. The Insurance Defendants violated the Unfair Claims Settlement Practices Act of West Virginia, W.Va. Code §33-11-4(9), and upon information and belief and other cases, have violated the Act with such frequency as to indicate a general business practice,

51. The acts and conduct, both omissions and commissions, of these Defendants, Proctor Financial, Inc. and Claim Adjustment Specialists, Inc., their agents, servants and employees, including those named individually herein, constitute violations of the duties owed by these Insurance Defendants to first-party claimants, in this case, the Plaintiff, under the West Virginia regulatory and statutory provisions regarding insurance claims handling and settlement practices, including W.Va. Code §33-11-4(9), and the common law regarding insurance bad faith, which such violations in this case by the Insurance Defendants, including, but not limited to the acts of:

A. misrepresenting pertinent facts or insurance policy provisions relating to coverage at issue;

B. failing to acknowledge and act reasonably and promptly upon communications with respect to the claim arising under the Plaintiff's insurance policy;

C. failing to adopt and implement reasonable standards for the prompt investigation of claims arising under insurance policies.

D. refusing to pay the Plaintiff's claim without conducting a reasonable investigation based upon all available information;

E. failing to affirm or deny coverage of claims within a reasonable amount of time;

F. not attempting in good faith to effectuate a prompt, fair and equitable settlement of the claim in which liability had become reasonably clear; and

G. compelling the plaintiff to file suit to recover amounts due to him under the insurance policy.

52. As a direct and proximate result of the acts of the Insurance Defendants as set forth in this Complaint and/or as a direct and proximate result of the acts of the Insurance Defendants listed in all preceding counts set forth in this Complaint, the Plaintiff was damaged and injured as follows:

A. he experienced annoyance and inconvenience;

B. he was caused to perform and exert labor in cleaning up the damages as a result of the fire, smoke and water damage; and

C. he sustained damages to 105 Merlin Drive, Inwood, West Virginia. Because the repair of damage is ongoing and completed estimate of repairs cannot be made at this time.

COUNT THREE - VIOLATION OF GOOD FAITH AND
FAIR DEALING AGAINST INSURANCE DEFENDANTS

53. Implicit in the policy of insurance is Insurance Defendants' implied covenant of good faith and fair dealing owed to the Plaintiff, and which was applicable at all times material herein.

54. Insurance Defendants violated the implied covenant of good faith and fair dealing in failing to properly investigate the fire, smoke and water damage claim of August 3, 2009, and wrongfully denying coverage for damages occasioned by said occurrence.

55. As a direct and proximate result of the acts and omissions of the Insurance Defendants set forth herein, the Plaintiff sustained emotional distress, mental anguish, inconvenience, annoyance, humiliation, embarrassment, aggravation, and other general damages.

56. The acts and omissions of the Defendants have caused the Plaintiff to incur substantial costs, expenses and attorney's fees.

57. As a direct and proximate result of the Defendants' statutory bad faith, the Plaintiff is entitled to recover economic damages and non-economic damages, including increased attorney's fees and expenses.

COUNT FOUR - PUNATIVE DAMAGES

58. The Insurance Defendants knew or should have known that their conduct, and actions, and failures to act, and other wrongful conduct, as alleged herein or as may become known or identified as this matter proceeds, was reckless, willful and malicious and would cause the Plaintiff to sustain and endure economic and emotional harm by depriving him of a prompt, fair and reasonable settlement under said insurance coverage and further preventing him from promptly repairing his home and affording comparable accommodations in the area while his home was being repaired.

59. The acts of the Defendants as forth in this Complaint were willful, wanton, malicious and/or reckless and/or done with reckless disregard for the civil rights of the

Plaintiff and/or were done with actual malice and, as such, punitive damages should be assessed.

60. The acts and omissions of the Defendants were so outrageous that the Plaintiff is entitled to recover punitive damages from the Defendants in order to punish the Defendants and to deter it and other insurance companies and adjusters from engaging in similar conduct in the future.

WHEREFORE, the Plaintiff respectfully prays that judgment be entered against the Defendants, Proctor Financial, Inc. and Claim Adjustment Specialists, jointly and severally, for compensatory damages, general damages, and punitive damages, together with a judgment against the Defendants for all costs, including, if permitted, attorney's fees, and such other general relief as a judge and/or jury shall determine is just and fair.

PLAINTIFF DEMANDS A TRIAL BY JURY

STEVEN E. FRADDOSIO,
By Counsel,

Respectfully submitted,

Kimberly A. Fitzwater
WV State Bar 6510
218 South Maple Avenue, Suite B
Martinsburg, WV 25401
(304) 262-4545
kim@fitzwaterlawyer.com
Counsel for Plaintiff

A TRUE COPY
ATTEST
Virginia M. Sine
Clerk Circuit Court
By: Deputy Clerk

VERIFICATION

STATE OF WEST VIRGINIA
COUNTY OF BERKELEY, to-wit:

Personally appeared before the undersigned authority, in and for the County and State aforesaid, STEVE FRADDOSIO, who being by me duly sworn, deposes and says that he is the Plaintiff named in the foregoing COMPLAINT; that the facts and allegations therein contained are true, except insofar as they are therein stated to be upon information and belief, and, insofar as they are therein stated to be upon information and belief, he believes them to be true.

Stephen E Fraddosio
Steve Fraddosio

Take, subscribed and sworn to before me this 31st day of ~~September, 2009~~ July 2010, by STEVE FRADDOSIO.

Patricia A. DeLibera
Notary Public

My Commission expires: 5/7/13

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
PATRICIA A. DELIBERA
MARTIN & SEIBERT, L.C.
104 W. CONGRESS STREET
CHARLES TOWN, WV 25414
My commission expires May 7, 2013

A TRUE COPY
ATTEST
Virginia M. Sine
Clerk Circuit Court
By: Susan C Phillips
Deputy Clerk

NUMBER: 187000 August 04, 201

Received of KIMBERLY A. FITZWATER $155.0

The exact sum of One Hundred Fifty Five Dollars and No Cents

Plaintiff: STEVEN E. FRADDOSIO
Defendant: PROCTOR FINANCIAL, INC. SERVE: CORPORATION SERVICE CO.

Payment type: Check Check# 533

Case number: 10-C-653 Div: 6

Transaction conducted at: VIRGINIA M. SINE

BERKELEY COUNTY COURTHOUSE
MARTINSBURG, W.VA.25401 Deputy [signature]

DISTRIBUTION OF FUNDS...

1001 CLERKS FEES	10.00	1001 CLERKS FEES	20.0
4003 REGIONAL JAIL AUTHOR	60.00	4005 COURT SECURITY FUND	5.0
4103 COURTHOUSE FACILITY	30.00	4104 DV CIVIL LEGAL SERVI	10.0
4020 CIVIL REGIONAL JAIL	20.00		

A TRUE COPY
ATTEST
Virginia M. Sine
Clerk Circuit Court
By: [signature]
Deputy Clerk

SUMMONS

CIRCUIT COURT OF BERKELEY COUNTY, WEST VIRGINIA

STEVEN E. FRADDOSIO
105 MERLIN DR.
MARTINSBURG WV 25428

v. 10-C-653 GINA GROH

PROCTOR FINANCIAL, INC. SERVE: CORPORATION SERVICE CO.
209 WEST WASHINGTON ST.
CHARLESTON WV 25302

CLAIM ADJUSTMENT SPECIALISTS, INC. SERVE: STEVEN A. SIMONI
8100 LOMO ALTO, STE. 218
DALLAS TX 75225

To the Above-Named Defendant(s):
IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby summoned and required to serve upon KIMBERLY A. FITZWATER
Plaintiff's Attorney, whose address is 218 S. MAPLE AVE., STE. B
MARTINSBURG, WV 25401
an answer, including any related counter-claim you may have, to the complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint and you will be thereafter barred from asserting in another action any claim you may have which must be asserted by counterclaim in the above-styled civil action.

DATED: 08/04/10

VIRGINIA M. SINE, Clerk
Berkeley County Circuit Court

By: Susan C Phillips, Deputy

A TRUE COPY
ATTEST
Virginia M. Sine
Clerk Circuit Court
By: Susan C Phillips
Deputy Clerk

cc issued & sent to Sec. of St. 8/17/10

Office of the Secretary of State
Building 1 Suite 157-K
1900 Kanawha Blvd E
Charleston, WV 25305

9171 9237 9000 1000 3037 55

2010 AUG 24 ... SINE, CLERK

Natalie E. Tennant
Secretary of State
Telephone: 304-558-6000
Toll Free: 866-SOS-VOTE
www.wvsos.com

ControlNumber: 299569
Defendant: Proctor Financial, Inc.

Virginia M. Sine, Circuit Clerk
Berkeley County Courthouse
110 West King Street
Martinsburg WV 25401-3210

8/19/2010
Civil Action: 10-C-653

I am enclosing:

____ summons	____ affidavit	1 summons and complaint
____ notice	____ answer	____ summons returned from post office
____ order	____ cross-claim	____ summons and amended complaint
____ petition	____ counterclaim	____ 3rd party summons and complaint
____ motion	____ request	____ no return from post office
____ suggestions	____ certified return receipt	____ notice of mechanic's lien
____ interrogatories	____ request for production	____ suggestee execution
____ original	____ request for admissions	____ Other
____ subpeona duces tecum		

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your corporation.

Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plantiff's attorney, shown in the enclosed paper. Please do not call the Secretary of State's office.

Sincerely,

Natalie E. Tennant
Secretary of State

A TRUE COPY
ATTEST
Virginia M. Sine
Clerk Circuit Court
By: Susan C. Phillips
Deputy Clerk

S U M M O N S

CIRCUIT COURT OF BERKELEY COUNTY, WEST VIRGINIA

RETURN

STEVEN E. FRADDOSIO
105 MERLIN DR.
MARTINSBURG WV 25428

v. 10-C-653 GINA GROH

PROCTOR FINANCIAL, INC. SERVE: CORPORATION SERVICE CO.
209 WEST WASHINGTON ST.
CHARLESTON WV 25302

CLAIM ADJUSTMENT SPECIALISTS, INC. SERVE: STEVEN A. SIMONI
8100 LOMO ALTO, STE. 218
DALLAS TX 75225

ACCEPTED FOR SERVICE OF PROCESS
2010 AUG 19 PM 1:16
SECRETARY OF STATE
STATE OF WEST VIRGINIA

To the Above-Named Defendant(s):
IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby summoned and required to serve upon Plaintiff's Attorney, whose address is KIMBERLY A. FITZWATER, 218 S. MAPLE AVE., STE. B, MARTINSBURG, WV 25401 an answer, including any related counter-claim you may have, to the complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint and you will be thereafter barred from asserting in another action any claim you may have which must be asserted by counterclaim in the above-styled civil action.

DATED: 08/04/10

VIRGINIA M. SINE, Clerk
Berkeley County Circuit Court

By: *Susan C Phillips*, Deputy

2010 AUG 24 AM 11:16
VIRGINIA M. SINE, CLERK

A TRUE COPY
ATTEST
Virginia M. Sine
Clerk Circuit Court
By: *Susan C Phillips*
Deputy Clerk

Office of the Secretary of State
Building 1 Suite 157-K
1900 Kanawha Blvd E
Charleston, WV 25305

2010 AUG 24 AM 11:15

9171 9237 9000 1000 3037 48

CLERK

STATE OF WEST VIRGINIA
MONTANI SEMPER LIBERI

Natalie E. Tennant
Secretary of State
Telephone: 304-558-6000
Toll Free: 866-SOS-VOTE
www.wvsos.com

Control Number: 299568
Defendant: Claim Adjustment Specialists, Inc.

Virginia M. Sine, Circuit Clerk
Berkeley County Courthouse
110 West King Street
Martinsburg WV 25401-3210

8/19/2010
Civil Action: 10-C-653

I am enclosing:

____ summons	____ affidavit	1 summons and complaint
____ notice	____ answer	____ summons returned from post office
____ order	____ cross-claim	____ summons and amended complaint
____ petition	____ counterclaim	____ 3rd party summons and complaint
____ motion	____ request	____ no return from post office
____ suggestions	____ certified return receipt	____ notice of mechanic's lien
____ interrogatories	____ request for production	____ suggestee execution
____ original	____ request for admissions	____ Other
____ subpeona duces tecum		

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your unauthorized foreign corporation.

Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper. Please do not call the Secretary of State's office.

Sincerely,

Natalie E Tennant

Natalie E. Tennant
Secretary of State

A TRUE COPY
ATTEST
Virginia M. Sine
Clerk Circuit Court
By: Susan C Phillips
Deputy Clerk

S U M M O N S

CIRCUIT COURT OF BERKELEY COUNTY, WEST VIRGINIA

STEVEN E. FRADDOSIO
105 MERLIN DR.
MARTINSBURG WV 25428

RETURN

ACCEPTED FO...
.ERVICE OF PROC...
2010 AUG 19 PM 1:16
SECRETARY OF STATE
STATE OF WEST VIRGINIA

v. 10-C-653 GINA GROH

PROCTOR FINANCIAL, INC. SERVE: CORPORATION SERVICE CO.
209 WEST WASHINGTON ST.
CHARLESTON WV 25302

CLAIM ADJUSTMENT SPECIALISTS, INC. SERVE: STEVEN A. SIMONI
8100 LOMO ALTO, STE. 218
DALLAS TX 75225

To the Above-Named Defendant(s):
IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby summoned and required to serve upon KIMBERLY A. FITZWATER
Plaintiff's Attorney, whose address is 218 S. MAPLE AVE., STE. B
MARTINSBURG, WV 25401
an answer, including any related counter-claim you may have, to the complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint and you will be thereafter barred from asserting in another action any claim you may have which must be asserted by counterclaim in the above-styled civil action.

DATED: 08/04/10

VIRGINIA M. SINE, Clerk
Berkeley County Circuit Court

By: [signature], Deputy

WV Secretary of State
Receipt #: 894865
Station ID: M01
List Of Services
sp 5 s proctor financial $40.00
Total: $40.00
Payment Details:
kimberly fitzwater
k 534 $40.00
Original Transaction Date: 08/19/2010
Thank You For Your Business!

A TRUE COPY
ATTEST
Virginia M. Sine
Clerk Circuit Court
By: [signature]
Deputy Clerk